

Circuit Court for Prince George's County
Case No.: CAL21-08938

UNREPORTED
IN THE APPELLATE COURT
OF MARYLAND*

No. 422

September Term, 2024

LATOYA BOLDS-JOHNSON

v.

MEDSTAR SOUTHERN MARYLAND
HOSPITAL CENTER, INC., ET AL.

Ripken,
Kehoe, S.,
Harrell, Glenn T., Jr.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Kehoe, S.

Filed: November 12, 2025

* This is an unreported opinion. This opinion may not be cited as precedent within the rule of stare decisis. It may be cited for its persuasive value only if the citation conforms to Rule 1-104(a)(2)(B).

Latoya Bolds-Johnson sued Medstar Medical Group II, LLC; Medstar Southern Maryland Hospital Center Inc.; and MedStar Health, Inc. (collectively, the “defendants”) in the Circuit Court for Prince George’s County, alleging that she was terminated from employment in violation of the Maryland Health Care Worker Whistleblower Protection Act (the “HCWWP”), a statutory scheme protecting employees in healthcare settings against adverse employment consequences after raising health concerns in the workplace. *See* Md. Code Ann., Health Occupations Article (“HO”) §§ 1-502 through 1-506. Following a two-day bench trial, the circuit court granted judgment to the defendants. Ms. Bolds-Johnson appealed,¹ pro se, raising the following two questions, which we have reworded for clarity:²

- I. Did the circuit court err in granting judgment to the defendants and ruling they had not violated the HCWWP?
- II. Did the circuit court err in ruling that Ms. Bolds-Johnson had contractually waived her right to a jury trial?

For the reasons that follow, we shall affirm the circuit court’s judgment.

¹ On appeal, Ms. Bolds-Johnson identifies only two of the three named defendants, leaving out MedStar Health, Inc. Only Medstar Medical Group II, LLC, and Medstar Southern Maryland Hospital Center Inc. are appellees in this case.

² As presented in Ms. Bolds-Johnson’s appellate brief, her questions are:

1. Did the circuit court err by finding that Appellant could not establish her retaliation claim as a matter of law because her employment was not terminated but instead was voluntarily resigned and racially profiling emergency-room patients based on race (African-American) and sex (male) is not harmful to patients in Prince George’s County?
2. Did the circuit court err by denying Appellant her right to a trial by jury without a valid jury trial waiver?

The Maryland Health Care Worker Whistleblower Protection Act

The HCWWP prohibits, among other things, an employer from retaliating against an employee when that employee, in good faith, discloses to a supervisor activity by another employee that “poses a substantial and specific danger to public health or safety[.]”³ See HO §§ 1-502 and 1-503. An “employee” is defined as “any individual licensed or certified by a board under [the HO] who performs services for and under the control and direction of an employer for wages or other remuneration.” See HO § 1-501(c)(1). Under the HCWWP, an employee has the right to file a civil action against the employer within one year of the alleged retaliation or within one year of first becoming aware of the alleged retaliation. See HO § 1-504(a), (b).

To establish a prima facie retaliation claim, an employee must establish three elements: (1) a protected activity by an employee, (2) an adverse action by an employer against the employee, and (3) a causal connection between the protected activity and the adverse action. *Romeka v. RadAmerica II, LLC*, 254 Md. App. 414, 441-442 (2022), *aff’d*, 485 Md. 307 (2023) (citations omitted). In the prima facie stage, the employee need not prove “but-for cause,” only that the disclosure contributed in some way to the adverse employment action. *Id.* at 447, 454. Relevant to the third element at this stage is whether: (1) the employer knew at the time that it took the adverse employment action that the employee had made a protected disclosure, and (2) there was a close temporal proximity between the disclosure and the adverse action. *Id.* at 456 (citation omitted).

³ The HCWWP was enacted by House Bill 329, Acts 2002, c. 504, § 1, eff. October 1, 2002.

Once an employee establishes a prima facie case of retaliation, the burden shifts to the employer to show that its purportedly retaliatory action was in fact the result of a legitimate non-retaliatory reason. *Id.* at 442 (citation omitted). *See* HO § 1-506 (stating that an employer may defend against a HCWWP claim by showing that “the personnel action was based on grounds other than the employee’s exercise of any rights protected under this subtitle.”). If the employer establishes a legitimate, non-retaliatory reason, then the burden shifts back to the employee to rebut the employer’s evidence by demonstrating the employer’s purported nonretaliatory reasons “were not its true reasons[] but were a pretext for discrimination.” 254 Md. App. at 446 (citation omitted).

Factual background

On March 1, 2018, Ms. Bolds-Johnson, appellant, was hired as a full-time physician’s assistant (“PA”) by Medstar Medical Group, II, LLC (“MMG”) and was assigned to work as a PA in the emergency department (“ED”) of MedStar Southern Maryland Hospital Center, Inc. (“MSMHC”) in Clinton, MD. The terms of her employment were detailed in a Professional Services Employment Agreement dated February 28, 2018 (“2018 Contract”). Her direct supervisor was lead PA Jessica Fuller. The medical director of the ED was Dr. Kevin Reed. Appellant worked in that capacity for two years without incident.

Resignation date

On March 1, 2020, appellant emailed Ms. Fuller and Dr. Reed a letter of resignation because she was “moving back to Texas to settle permanently.” Because her 2018

Agreement provided for 90 days’ notice upon resignation, her last day of work was May 31, 2020. Ten days later the COVID pandemic was declared and appellant’s plans changed.

New resignation date and PRN status

On March 19, Ms. Fuller emailed appellant, stating that they had hired two new PAs who would be starting in the summer and asking if she was still ending her full-time employment on May 31, as agreed, or transitioning to “PRN”⁴ status. On April 3, appellant rescinded her original resignation date, and a few days later, Ms. Marshall, the administrative director for the ED’s physicians, emailed appellant asking her to provide a new resignation date “to allow us to move forward with scheduling and recruiting.” Over the next several weeks, appellant, Ms. Fuller, and Ms. Marshall exchanged several emails about appellant submitting a new letter of resignation and transitioning to PRN status.⁵

On May 4, appellant emailed Ms. Marshall and Ms. Fuller a new resignation letter, confirming her last day of full-time employment would be September 27, after which she

⁴ PRN is an abbreviation for *pro re nata*, a Latin phrase meaning “as needed.” *See* <https://www.merriam-webster.com/dictionary/pro%20re%20nata>. In healthcare, PRN refers to a type of employment where a professional works only when needed by the employer.

⁵ Specifically, when on April 7, appellant sent a text to Ms. Fuller stating she was willing to transition to PRN status or stay on full-time, Ms. Marshall and Ms. Fuller advised appellant by email the next day that they had hired other staff and asked her to submit another resignation letter terminating her full-time employment at the end of September. On April 28, Ms. Marshall again emailed appellant asking her to submit a “new letter of resignation,” stating that, as they had discussed, “we can keep you on full-time through September 26 2020, with a transition to PRN on September 27, 2020. Once you are PRN we will do everything we can to keep your hours up until you depart the Maryland area.”

“would like to remain” on a PRN status.⁶ On May 6, appellant again emailed Ms. Marshall, stating that she “will commit to work through the planned end date of September 27[.]” That same day, Lydia King, a Human Resource representative, emailed appellant, confirming that appellant would be transitioning to PRN status in September and bulleted five changes to her benefits that might be impacted by the transition.

2020 Contract

On July 23, Ms. Marshall emailed appellant that MMG was implementing a new compensation plan for full-time ED PAs with increased wages and benefits. Ms. Marshall concluded her email by stating that if appellant had any questions about the contract, to reach out to her or Ms. Fuller. The new contract (“2020 Contract”) was attached. The contract included language in the miscellaneous section that it “supersedes all prior agreements, letters of intent or understandings of any nature whatsoever between the parties with respect to the matters covered herein.”

That same day, appellant asked Ms. Fuller by email if she needed any “shift coverage in October[.]” The next day, Ms. Fuller responded by email, asking if appellant was working as a PRN after September 27, and if so, for how long. She then offered appellant five PRN shifts in October. Appellant responded by email the next day that after September 27 she would be staying on in a PRN status, that she would take the offered

⁶ In a separate email to both that same day, appellant confirmed that she was aware another PA has already been recruited to “replace[.]” her. The next day, Ms. Marshall emailed appellant, stating that she is “sorry that you feel that you are being replaced. We value working with you and your contribution to the [] team. . . . When you submitted your resignation we began actively recruiting to ensure that we could fill the vacancies that we had on the PA team.”

PRN shifts, and that “I don’t know exactly when we are leaving now because of the pandemic hardship as discussed.” Ms. Fuller emailed back that day that she would place appellant on the PRN shifts and would let her know if other PRN shifts opened up. Appellant signed the 2020 Contract on July 29.

Disclosure

On July 31, appellant met with and advised Dr. Reed that since 2018, Ms. Fuller had racially profiled African-American male patients who came to the ED by looking online to see if they had criminal records and reading the results of her search out loud to others in the ED.⁷ On August 3, appellant also advised Dr. Chris Richter, MMG’s Vice President of Medical Operations, of Ms. Fuller’s behavior.

⁷ Appellant alleged four incidents. The first incident occurred in 2018 and involved a patient with appendicitis. The patient was in police custody when he arrived and Ms. Fuller “look[ed] up” his criminal history. The patient was admitted to the ED and appellant testified that Ms. Fuller never suggested that the patient should not be cared for or that his care was impacted in any way by anything Ms. Fuller had said. The second incident, also in 2018, involved a patient with meningitis. Ms. Fuller told everyone in the small workstation that he had an arrest warrant and should have gone to jail. The patient was ultimately treated and admitted to the hospital. The third patient was in custody when brought into the ED for a lip laceration. Ms. Fuller wondered out loud what the patient “had done” and “looked him up.” Appellant testified that his treatment was not impacted by Ms. Fuller’s statements because appellant treated the patient. The fourth incident occurred in July 2020, when a patient presented for blood in his urine. He was a “bounce back” patient, who had seen Ms. Fuller in the ED the day before. Ms. Fuller told everyone at the workstation that the patient had “just got out of prison, . . . he probably had murdered someone or kidnapped someone, he just got his baby mama pregnant and he has an STI.” Again, appellant testified that because she was treating the patient, his treatment was not impacted by Ms. Fuller’s statements.

Post-Disclosure

Appellant remained on the full-time ED PA schedule through September. As agreed, when the October schedule came out at the end of August, she was not on it. She never raised any concern to anyone about her absence on the full-time ED PA schedule. Moreover, on September 8, responding to an email from an administrative assistant with the ED who wanted to schedule her annual review, appellant asked “is [it] still required for me to have an annual review meeting at this juncture when I am no longer employed here full-time[,] effective September 25th?” The assistant responded by email to say that all medical staff are required to have an annual review.

On September 28, appellant emailed Ms. King requesting a copy of the PRN contract “memorializing my transition” to PRN status in Ms. King’s May 6 email. Ms. King sent appellant the PRN contract, dated September 27, 2020, and asked her to review and sign. On October 1, Ms. King again emailed appellant asking her to sign and date the PRN contract, and that if she had any questions to reach out. Appellant responded by email that she was still reviewing it.

On October 6, appellant had an annual review meeting with Dr. Reed and Ms. Fuller and never mentioned any concerns about her PRN status. The next day, Ms. Marshall emailed appellant about the PRN contract, stating: “Since your full-time status transitioned to PRN on September 27th, it is imperative that we receive your signed contract this week in order to pay you for your PRN time that you worked last week and this week.” The PRN contract was included. Ms. Marshall added that if she had any questions to reach out.

Within two hours, appellant emailed Ms. Marshall and Ms. King that she would not sign the PRN contract and requested that the 2020 Contract be “honored.”

Ms. King immediately notified her supervisor, MMG’s vice president of Human Resources, Roby Hunt. He was advised appellant had voluntarily resigned as a full-time PA, but the resignation was extended; appellant’s full-time employment ended on September 25 at which time she had transitioned to PRN status; appellant refused to sign the PRN contract; and there were no full-time PA shifts available in the ED at that time. Mr. Hunt discussed the situation with his supervisor Dr. Richard Goldberg, then president of MMG. Because there were no open PA positions, they decided to end her full-time PA employment immediately, with her last paid day on January 7, 2021, because of the 90-day notice of the 2020 Contract. Only Mr. Hunt and Dr. Goldberg were involved in the decision to terminate appellant’s 2020 contract.

Termination of employment

At a meeting with appellant on October 9, Dr. Reed and Ms. Marshall advised appellant that she was being terminated without cause under the 2020 Contract and the offer to remain on the PRN staff was withdrawn. The termination letter was signed by Dr. Chris Richter, for Dr. Goldberg. A post termination interview for another position with Medstar Health that was rescheduled at appellant’s request from October 28 to November 12, was cancelled on November 3 because all “interviews for the position” had been canceled.

Civil suit in Prince George’s County Circuit Court

Appellant filed a fourth amended complaint in the Circuit Court for Prince George’s County. In it, she alleged one count, that the defendants violated the HCWWP by retaliating against her and terminating her employment when she disclosed to her supervisors, Dr. Reed and Dr. Richter, that Ms. Fuller had engaged in discriminatory practices toward African-American male patients.

On March 6 and 7, 2024, the circuit court held a bench trial. Appellant and Mr. Hunt were the only witnesses. Appellant testified that, among other things, she understood the email on April 30 to mean that she would continue full-time until the end of September and then transition to PRN status. However, when she received the 2020 Contract, affirming the original terms of her employment, she believed that she had been reinstated to full-time status. She testified that she refused to sign the PRN contract because “it became clear to me that the full-time contract was the contract that should be honored because it was the contract that was executed[,] and it was a position that I wanted to remain” in. Mr. Hunt testified that he first became aware of appellant on October 7 when Ms. King contacted him about a contract issue involving her, and he brought the issue to the attention to Dr. Goldberg, then president of MMG. Because there were no full-time PA positions available, they decided to terminate her employment immediately with 90-days of pay and rescind the PRN offer because appellant refused to sign the PRN contract. He was not aware that appellant had made a disclosure against Ms. Fuller. He further testified that no one other than he and Dr. Goldberg were involved in the decision to terminate

appellant’s employment. He further testified that Dr. Richter signed the termination letter in lieu of Dr. Goldberg, only because Dr. Goldberg was unavailable.

The following month, the circuit court issued its ruling from the bench. The court granted judgment to the defendants, ruling, among other things, that appellant failed to show that Ms. Fuller’s actions posed a substantial and specific danger to the public health or safety or that appellant was subject to retaliation for her disclosure. We shall provide additional facts below to address the issues raised on appeal.

DISCUSSION

Standard of Review

“When an action has been tried without a jury, an appellate court will review the case on both the law and the evidence. It will not set aside the judgment” of the circuit court “on the evidence unless clearly erroneous, and will give due regard to the opportunity of the [circuit] court to judge the credibility of the witnesses.” Md. Rule 8-131(c). We review findings of fact by the circuit court, “not to determine whether [the] findings were correct, but whether, by a preponderance of the evidence, its conclusions were supported by the evidence adduced at trial.” *Westbard Apartments, LLC v. Westwood Joint Venture, LLC*, 181 Md. App. 37, 48 (2007). *See also Meyr v. Meyr*, 195 Md. App. 524, 545 (2010) (We will not hold that a trial court’s evidentiary findings are clearly erroneous “if there is any competent evidence to support the factual findings below[.]” (cleaned up)). Questions of law or legal conclusions, however, are afforded no deference. *ST Sys. Corp. v. Maryland Nat. Bank*, 112 Md. App. 20, 27-28 (1996).

I.

Appellant argues that the circuit court erred in ruling there had been no violation of the HCWWP. Specifically, she argues that the court “erred in excusing racial profiling of African-American men in the emergency room during the COVID-19 onset . . . as a non-endangerment to public safety” because none of the patients were physically harmed. Appellees argue that the circuit court did not err in granting judgment to them because appellant failed to show: 1) Ms. Fuller’s behavior posed a danger to patient safety, or 2) any causation between appellant’s disclosure of Ms. Fuller’s behavior and the termination of appellant’s employment.

As stated above, to establish a *prima facie* retaliation claim, an employee must establish three elements: 1) a protected activity by an employee, 2) an adverse action by an employer against the employee, and 3) a causal connection between the protected activity and the adverse action, that the disclosure contributed in some way to the adverse employment action. *Romeka*, 254 Md. App. at 441-442, 454. Once an employee establishes a *prima facie* case, the burden shifts to the employer to show that its purportedly retaliatory action was in fact the result of a legitimate non-retaliatory reason. *Id.* at 442, 454.

Here, the circuit court ruled that appellant failed to establish a *prima facie* case of retaliation because she failed to show that she had engaged in protected activity. According to the court, although Ms. Fuller’s actions were “deplorable,” appellant failed to prove that Ms. Fuller’s “inappropriate behavior inhibited the care of the patients,” as all the patients remained at the hospital and were treated. Therefore, appellant failed to show that Ms. Fuller’s actions resulted in “substantial and specific danger to the public health or safety.”

We need not decide whether the circuit court’s ruling as to the first element was in error, however, because appellant failed to meet the third element of retaliation, *i.e.*, causation. We explain.

The circuit court ruled that appellant failed to prove the third element, causation, because appellant tendered her voluntarily resignation on May 4, which was prior to both her disclosure and her termination. However, even if appellant had put forth a *prima facie* case of retaliation, the court found that the defendants had established a non-discriminatory reason for her termination. The court explained:

Medstar’s staff remain[ed] in consistent communication with the [appellant] regarding their belief that she would be resigning and transitioning to PRN status, and the [appellant] did not communicate anything to contradict this belief. Therefore, the burden shifts back to the [appellant] at this point and she is required to prove that her disclosure was the but[-]for cause of her termination.

The Court simply has not received sufficient evidence to believe this to be the case and therefore does not find that the Defendant[s] acted in violation of the [HCWWP].

As to appellant’s allegation that her removal from the full-time PA schedule after her July 31 disclosure amounted to retaliation, the court found this belied by Defendant’s Exhibit 49, which showed that appellant remained on the PA schedule through September. As to appellant’s allegation that she was denied other interviews with Medstar after her disclosure, the court found this belied by the email chain between appellant and a Medstar interview coordinator stating that an interview within Medstar was first rescheduled at appellant’s request and then cancelled because the position was filled in the meantime.

Therefore, the position had been filled prior to the interview, not because appellant was denied the interview in retaliation for her disclosure.

Under the circumstances, we find no error in the circuit court’s ruling that appellant failed to prove that her termination was because of her disclosure of Ms. Fuller’s behavior. We note that Mr. Hunt testified that his and Dr. Goldberg’s decision to terminate appellant’s employment was completely independent of her disclosure, of which they had no knowledge. Therefore, as found by the circuit court, even if appellant had put forth a prima facie case of retaliation, the defendants set forth a non-discriminatory reason for the termination and appellant failed to carry ultimately her burden that her disclosure was the but-for cause of her termination.

II. Jury trial

Appellant argues that the circuit court erred in enforcing the jury trial waiver found in her signed 2020 Contract because civil jury trial waivers in contracts violate the Maryland Constitution. Appellant additionally argues that the waiver violated the Federal and State constitutional rights to trial by jury because it was not made knowingly and voluntarily. She cites *Leasing Service Corp. v. Crane*, 804 F.2d 828, 832-33 (4th Cir. 1986) to support her argument. The appellees respond that the circuit court did not err in enforcing the jury trial waiver in appellant’s signed 2020 Contract because waivers are permitted in Maryland and the waiver was made knowingly and voluntarily.

Law on contractually waiving jury trial rights

In Maryland, parties can contractually waive their right to a jury trial, even though a jury trial is a fundamental right under Md. Decl. Rights Art. 23. *ST Sys. Corp.*, 112 Md.

App. at 34. Therefore, under Maryland law, a contractual waiver of right to a jury trial is enforceable. *Id.* To be valid, a jury trial waiver must be knowing, voluntary, and intelligently made.⁸ *Id.* at 34 n.6. Evidence that a waiver was conspicuously distinct from other provisions in a contract of adhesion is evidence that the waiver was knowing and voluntary.⁹ *Walther v. Sovereign Bank*, 386 Md. 412, 428 (2005) (arbitration agreement waiver). The burden to show that the waiver was not voluntary or knowing is on the party against whom the waiver is asserted. *K.M.C. Co., Inc. v. Irving Tr., Co.*, 757 F.2d 752, 758 (6th Cir. 1985).

On July 29, 2020, appellant signed and dated the 2020 Contract. The contract is a total of 16 pages long, including four attached schedules. Under the title “**ARTICLE VIII – DISPUTE RESOLUTION: WAIVER OF JURY TRIAL**” are the words: “The parties agree to comply with the procedures for dispute resolution and waiver of jury trial rights as specified in Schedule D.” Schedule D, which was included in the contract, contains the following language:

Schedule D

Procedure for Dispute Resolution and Waiver of Trial Rights

I. INTRODUCTION

⁸ This is the same standard of waiver of the right to jury trial under the Seventh Amendment to the U.S. Constitution. *See Pizza Hut L.L.C. v. Pandya*, 79 F.4th 535, 541 n.7 (5th Cir. 2023) (“Federal courts ‘overwhelmingly appl[y]’ the knowing and voluntary standard in considering a contractual jury waiver’s validity.”) (citations omitted).

⁹ A contract of adhesion is one where there is no opportunity for negotiation. *Meyer v. State Farm Fire and Cas. Co.*, 85 Md. App. 83, 90 (1990).

The PA and the Employer believe that employment related disagreements should be resolved fairly and quickly. In that regard, it is agreed that before and as a condition precedent to pursuing any claims, the PA and the Employer shall engage in good faith mediation with a neutral third party in an effort to amicably resolve any claims arising out this Agreement and /or The PA's employment.

Employer and The PA agree not to initiate any proceeding in any judicial forum concerning any claim, unless an independent neutral mediator has first determined that mediation is not reasonably likely to produce a resolution. If contrary to this Agreement, the Employer or The PA initiates any proceeding, the other shall be entitled to dismissal or injunctive relief and the recovery of all costs, losses and attorneys' fees to such relief.

In the event that any dispute is not resolved in mediation, each the Employer and The PA shall be entitled to pursue all remedies available at law or equity except as follows:

1. **The PA and the Employer understand and voluntarily agree that by signing this Agreement they are waiving their respective rights to a jury trial** and agree to proceed exclusively before a judge, a magistrate, or an administrative agency with authority and jurisdiction over the parties and their claims.

(Emphasis added). We note that the 2018 Contract that appellant signed also contains the same jury trial waiver language in both the contract and Schedule D portion as the 2020 Contract.

Appellant demanded a jury trial in her fourth amended complaint. The defendants moved to strike the demand. The parties filed several more motions, including a supplemental motion filed by the defendants relating that during her deposition, appellant admitted she had reviewed and signed the 2020 Contract and there were no terms that she did not understand. The court granted the defendants' motion and struck appellant's demand for a jury trial.

On appeal, appellant first argues that, under Maryland’s constitution, only the Maryland General Assembly may curtail the right to a jury trial, and the only curtailment the legislature has imposed is if a party fails to file a demand within 15 days after service, *see* Md. Rule 2-325, which she did not fail to do. Appellant grounds her “only the state legislature” argument in a 2010 ratification to Art. V. of the Maryland constitution concerning jury trials. That ratification provides: “(2) Legislation may be enacted that limits the right to trial by jury in civil proceedings to those proceedings in which the amount in controversy exceeds \$25,000.” According to appellant, this section “reserves curtailment of the right [to a jury trial] solely to the legislature[.]”

Appellant’s argument is unpersuasive. First, the literal wording of the ratified section does not in any way suggest the interpretation urged by appellant. That the Maryland General Assembly enacted legislation limiting the right to a jury trial in certain situations says nothing about curtailment in other ways. Second, appellant’s interpretation would override years of case law that allows for contractual waiver of the right to a jury trial. *See Meyer*, 85 Md. App. at 85; *ST Sys. Corp.*, 112 Md. App. at 34; *Walther*, 386 Md. at 445. We do not think the legislature intended such a change in its ratification, and appellant does not persuade us otherwise.

Appellant contends that she did not knowingly or voluntarily waive the right to a jury trial. She argues that the defendants had “superior bargaining power” while she had no legal training, and the 2020 Contract was 16 pages, single-spaced, and smaller than usual font. She adds that the circumstances surrounding her signing the 2020 Contract were “high pressure . . . via a text-messaged demand by the supervisor against whom [she] would

make whistleblower disclosures at the height of the high-stress COVID-19 pandemic” further undermining the voluntariness of the waiver.

We find no error by the circuit court in ruling that appellant had contractually waived her right to a jury trial. The jury trial waiver is conspicuous and is contained in a stand-alone document. There are no other provisions contained in Schedule D. Moreover, the type size in the contract and Schedule D are the same. Additionally, during appellant’s deposition (and in her trial testimony), she admitted that she had reviewed and understood the terms of the 2020 Contract. We are mindful that under Maryland contract law, it is “presume[d] that a person knows the contents of a document that he executes and understands at least the literal meaning of its terms.” *Walther*, 386 Md. at 429 (quotation marks and citations omitted).

Crane, 804 F.2d 828, *supra*, does not support appellant’s argument. In *Crane*, a jury trial waiver was contained on the reverse side of a two-page standardized, fine-print contract. *Id.* at 833. The waiver was not set off in a paragraph of its own and was in the 90th line of print in the middle of a 38-line paragraph. *Id.* However, the Fourth Circuit held that it could not find the district court’s finding of waiver of petitioners’ Seventh Amendment Right to a jury trial clearly erroneous on the evidence presented. *Id.* The Court reasoned that the parties were not “manifestly unequal” in bargaining positions, as the petitioners, although not formally educated, were “shrewd businessmen,” engaged in “protracted negotiations,” and changed some provisions of the contract before signing it. *Id.*

There are many facts particular to any given case that determine the validity of a jury trial waiver. The facts in *Crane* are not similar to those here. Given the facts presented here, we cannot say that the circuit court erred in ruling that appellant’s waiver was knowing and voluntarily. *Cf. Walther*, 386 Md. at 444 (stating that “we are loath to rescind a conspicuous arbitration agreement that was signed by a party whom now . . . does not desire to fulfill that agreement[.]”).

**JUDGMENT OF THE CIRCUIT COURT FOR
PRINCE GEORGE’S COUNTY AFFIRMED.
COSTS TO BE PAID BY APPELLANT.**